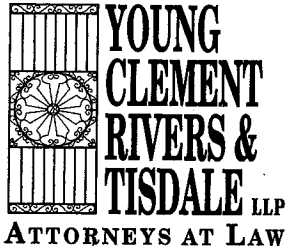


Charleston  
28 Broad Street  
P. O. Box 993  
Charleston, SC 29402-0993  
Telephone (803) 577-4000  
Facsimile (803) 724-6600

E-mail:

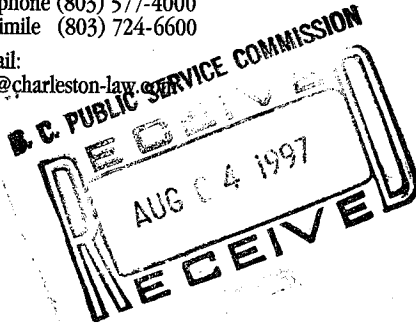
ycrt@charleston-law.com



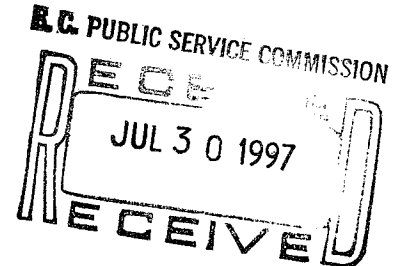
Other Office:  
Columbia, South Carolina

Writer's Direct Dial:

(803) 724-6631



July 28, 1997



Charles W. Ballentine  
Executive Director  
S.C. Public Service Commission  
P. O. Drawer 11649  
Columbia, SC 29211

RE: Guerin's Creek Utility, Inc.  
Application for Certificate of Authority  
YCR&T File No. 94-0965

Dear Charlie:

Enclosed is the original and five copies of the Application to establish a sewer system, submitted pursuant to PSC Rule 103-5-12. Please be advised that exhibits 4, 6, 9, 10, 11 and 12 will be forwarded to you within the next few days.

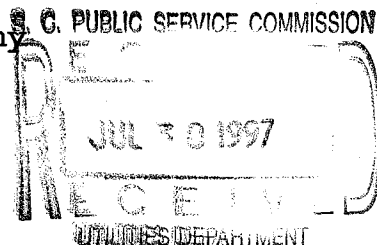
I would very much appreciate your accepting this matter for filing and, as noted, from the attached form signed by all subscribers, ~~we would request that the Commission waive the hearing requirement in this matter and take it up at its regularly scheduled executive session for Tuesday, August 12, 1997,~~ at which meeting I will be prepared to attend to explain the need for this utility system and Application.

With kind regards, I am

Sincerely,

YOUNG, CLEMENT, RIVERS & TISDALE, LLP

Michael A. Molony



MAM/cs

Enclosures

cc: Commissioner William Saunders (FYI)  
Doug Linscott

POSTED  
8/12/97

BEFORE THE  
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
Docket No. 97-W/S-\_\_\_\_\_

97-333-5  
S.C. PUBLIC SERVICE COMMISSION

JUL 30 1997

RECEIVED  
ACCEPTED  
Legal 2/3 8-11-97

IN RE:

Application of Guerin's Creek  
Utility, Inc. for establishment  
of a service area and rates and  
charges to property known as  
Guerin Creek Subdivision

PETITION FOR CERTIFICATE  
OF AUTHORITY

DN97-333-5

accepted  
conditional  
noting for  
long &  
DHET  
letter

Pursuant to PSC Rule 103-512.B, the Petitioner, GUERIN  
CREEK UTILITY, INC. ("Utility") would show unto the Commission as  
follows:

A. That the Petition is submitted pursuant to the Rules  
of Practice and Procedure before the Public Service Commission in  
Title 58 of the Code.

B. That the authorized representatives are:

Doug Linscott  
Guerin Creek Utility, Inc.  
1111 Chuck Dawley Blvd.  
Mt. Pleasant, SC 29464  
(803) 884-4952

and

Michael A. Molony, Esquire  
Young, Clement, Rivers & Tisdale, L.L.P.  
27 Broad Street  
Charleston, South Carolina 29201  
(803) 577-4000

S.C. PUBLIC SERVICE COMMISSION  
JUL 30 1997  
RECEIVED  
UTILITIES DEPARTMENT

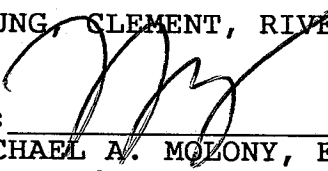
C. In support of its Petition, the Petitioner would  
show as follows:

1. Copy of the articles of incorporation of Guerin Creek Utility, Inc.;
2. Plat of proposed area to be served;
3. Copy of engineering plans and specifications designed or certified to be in accord with good engineering practices by a professional engineer registered in South Carolina;
4. Construction permit from the South Carolina Department of Health and Environmental Control approving the engineering plans and specifications;
5. Schedule of proposed rates and charges and cost justifications;
6. Number of customers proposed to be served and the capacity of the system;
7. Financial statement showing proposed plant investment by categories;
8. Depreciation schedule by categories of plant or average service lines;
9. Pro-forma income and expense statement showing the effect of using the proposed rates based on plant capacity;
10. Filing of performance bond in accordance with R. 103-712.3 and R.103-512.3;
11. Statement by a professional engineer that the system was built and installed according to plans and specifications on file with the Commission and will furnish adequate service for the area to be served;
12. Letter from the Department of Health and Environmental Control approving system for operation, dated not more than six (6) months prior to date of application;
13. Customer bill form;
14. Executed Notice form all subscribers of the utility.

WHEREFORE, having fully set forth proper grounds, the Petitioner prays that it be granted a Certificate of Authority to operate as a public utility pursuant to the statute and regulations of this state, and the Commission waive a hearing.

Respectfully submitted,

YOUNG, CLEMENT, RIVERS & TISDALE, L.L.P.

By:   
MICHAEL A. MOLONY, ESQUIRE  
28 Broad Street  
P. O. Box 993  
Charleston, SC 29402  
(803) 724-6631

Charleston, South Carolina

Dated: July 29, 1998

BEFORE THE  
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
Docket No. 96-168-W/S

CERTIFICATE OF MAILING

We hereby certify that on this 29 day of July, 1997, we served  
a copy of the foregoing Petition upon:

F. David Butler, Esquire  
General Counsel  
Post Office Box 11649  
Columbia, South Carolina 29211

Jerry Rex  
717 Pinehurst Drive  
Chapel Hill, NC 27514

James and Beverly Chapman  
104 Calhoun Avenue  
Goose Creek, SC 29445

Ms. Rosamond Sanders  
351 Plantation View Lane  
Mount Pleasant, SC 29464

Gail and Steve Crosby (from Sanders)  
351 Plantation View Lane  
Mount Pleasant, SC 29464

Gerda Hall  
1039 Cliffwood Drive  
Mount Pleasant, SC 29464

Hank Harden  
220 Queen Street  
Mount Pleasant, SC 29464

William P. Bilsback  
432 Golf Shore Villa  
Seabrook Island, SC 29455

Bruce and Dawn Bilsback  
4528 Parishville Road  
Youngs Island, SC 29449

Steve and Peggy Caskie (same lot as Bartlett)  
1270 Old Ivy Way  
Mt. Pleasant, SC 29464

Sylvia Gandy  
282 Molasses Lane  
Mt. Pleasant, SC 29464

Henry and Harriet Futch  
125 Drew Lane  
Wando, SC 29492

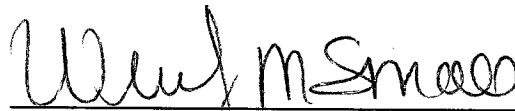
Kevin and Patricia Hildreath  
801 Deytens Road  
Mt. Pleasant, SC 29464

Stone Harper and Emily Salter  
P O Box 954  
Isle of Palms, SC 29451

Matthew Treanor (from Kornahrens)  
4545 Harris Trail  
Atlanta, GA 30327

by first class mail, postage prepaid.

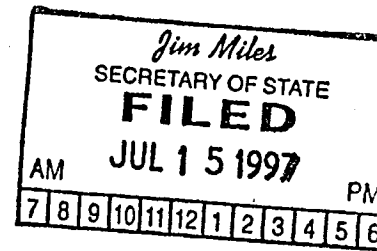
DATED at Charleston, South Carolina, this 29 day of July,  
1997.



---

Wendy M. Small, Legal Assistant  
Young, Clement, Rivers and Tisdale  
28 Broad Street  
Charleston, South Carolina 29401

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
ARTICLES OF INCORPORATION  
FOR A  
STATUTORY CLOSE CORPORATION



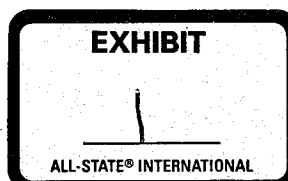
1. The name of the proposed corporation is GUERIN CREEK WASTEWATER UTILITY, INC.
2. This corporation is a statutory close corporation, pursuant to Chapter 18, Title 33 of the 1976 South Carolina Code, as amended.
3. The initial registered office of the corporation is \_\_\_\_\_  
1111 Chuck Dawley Blvd., Mt. Pleasant, SC 29464  
and the initial registered agent at such address is \_\_\_\_\_  
Joseph C. Northcutt
4. The corporation is authorized to issue shares of stock as follows:  
Complete a or b, whichever is applicable:
  - a. ☒ The corporation is authorized to issue a single class of shares, and the total number of shares authorized is 100,000.
  - b. ☐ The corporation is authorized to issue more than one class of shares:

Class of Shares	Authorized No. of Each Class
<u>COMMON</u>	<u>100,000</u>
_____	_____
_____	_____

If shares are divided into two or more classes or if any class of shares is divided into series within a class, the relative rights, preferences, and limitations of the shares of each class, and of each series within a class, are as follows:

N/A

5. The existence of the corporation shall begin as of the filing date with the Secretary of State.



CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE.

JUL 15 1997

*Jim Miles*

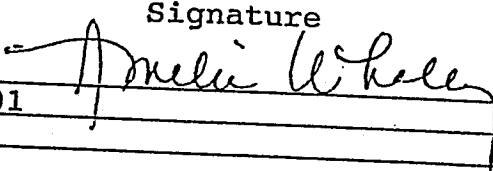
to have classes of stock that vary other than by voting rights, nor (2) borrow money under terms or conditions that would cause such borrowing to be treated as an additional security or class of stock. Any such attempted authorization of a different class of stock or borrowing of money which violates the provisions of this Article 9(a), shall be void ab initio, and shall not be deemed to be a security or obligation of this company.

- Article 9(b). At any time that this corporation is operating without a board of directors (as is authorized by S.C. Code Ann. §33-18-210(a), or any succeeding statute of like tenor and effect), all of the corporation powers shall be exercised by or under the authority of, and the business and affairs of the corporation managed under the direction of, the shareholders. Any and all actions which may, or are required to be taken by either director vote, director and shareholder vote, or shareholder vote, including without limitation, the election of officers and the determination of the officers' respective duties, shall be authorized if approved by the vote of the holders of fifty-one (51%) percent of the issued and outstanding shares entitled to vote.
- Article 9(c). Shareholders shall have pre-emptive rights with respect to all shares issued by the corporation.
- Article 9(d). Amendment of these Articles of Incorporation shall require the vote of the holders of fifty-one (51%) percent of the issued and outstanding shares entitled to vote.
- Article 9(e). The attendance by the holders of fifty-one (51%) percent of the issued and outstanding shares entitled to vote thereat shall constitute a quorum at a meeting of shareholders for the transaction of any business, provided that when a specified item of business is required to be voted on by a class or classes, the attendance by the holders of fifty-one (51%) percent of the issued and outstanding shares of such class or classes entitled to vote shall constitute a quorum for the transaction of such items of business. Any person designated by the shareholder may act as a proxy for an absent shareholder. If a quorum is present, the affirmative vote by the holders of fifty-one (51%) percent of the issued and outstanding shares represented at the meeting and entitled to vote thereat shall be the act of the shareholders.

Article 9(f). The sale, encumbrance or other disposition of the shares issued by this corporation may be subject to the terms and conditions of a shareholders management agreement, by and among the shareholders of this corporation, with a copy of such an agreement, if it exists, being on file in the office of this corporation and to be furnished without charge to any Shareholder upon written request.

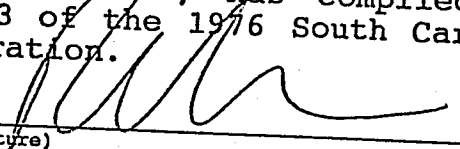
Article 9(g). No additional shares of the corporation shall be authorized or issued without the prior written consent of the holders of fifty-one (51%) percent of the issued and outstanding shares entitled to vote.

10. The name and address and signature of each incorporator is as follows (only one is required):

Name	Address	Signature
Amelia Whaley	28 Broad Street Charleston, SC 29401	

11. I, Robert W. Pearce, Jr., an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of Chapter 2, Title 33 of the 1976 South Carolina Code relating to the articles of incorporation.

Date 7/8/97

  
(Signature)

Robert W. Pearce, Jr.  
(Type or Print Name)

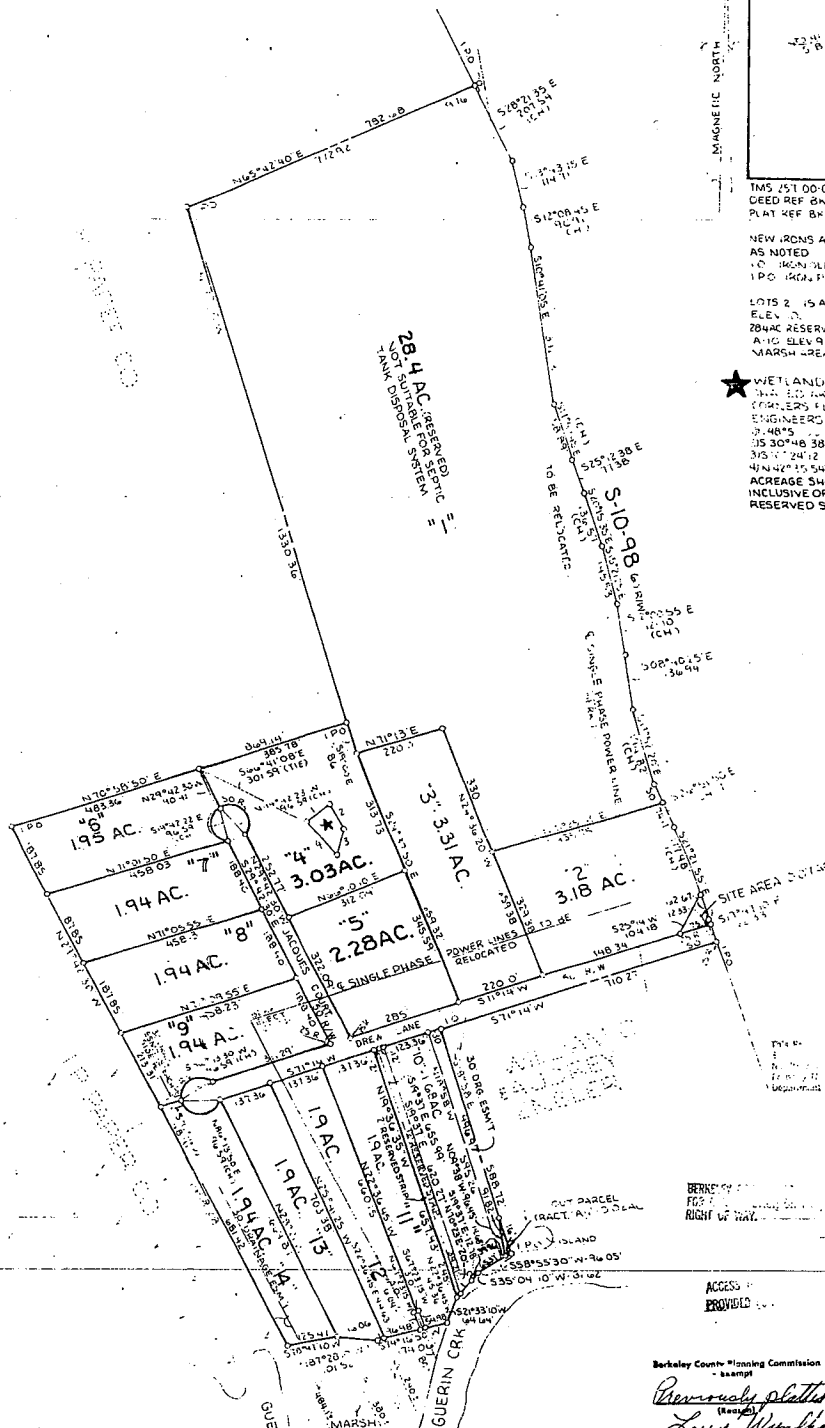
Address 28 Broad Street  
Charleston, SC 29401

A hand-drawn sketch of a geological feature, possibly a fault or fracture. The sketch is oriented vertically. On the left side, the text "MAGNETIC NORTH" is written vertically. On the right side, a line is drawn at an angle, labeled "S. 10. 110". In the center, there is a vertical line with several small circles or dots along it, and the text "10. 110" is written near the top of this line.

NEW IRONS AT ALL CORNERS EXCEPT  
AS NOTED  
10 IRON OLD  
1 PG IRON PIPE OLD

LOTS 2, 15 ARE IN FLOODZONE A-10  
ELEV 10.  
284AC RESERVED AREA IS IN FLOOD ZONE  
A-10 ELEV 9  
MARSH AREA IS IN FLOOD ZONE 1, 2

★ WETLAND  
DRA. 80 AREA 1. T4 01-AC  
FARMERS PLANTED 30' BORD OF  
ENGINEERS  
2. 48°S 106° 13'42  
35 30°48 38 E 12 43  
3/5 1° 24'12 W 13 38  
49 42°15 54 W 16 94  
ACREAGE SHOWN IN LOT 10 IS NOT  
INCLUSIVE OF 30' DRG ESMT OR 2' 42'  
RESERVED STRIPS.



**BERNARD**

ACCESS -  
PROVIDED - 10/16/65

Berkeley County Planning Commission  
- exempt

Previously plotted  
(Reason)  
Larry Wynd's  
10-25-90 Date

The area shown on this plat is a general representation of Coastal Council permit authority on the subject property. Critical areas, by nature, are dynamic and subject to change over time. By generally delineating the permit authority of the Coastal Council, the Coastal Council in no way waives the right to assert permit jurisdiction in any critical area on the subject property whether shown or not.

22 May 2000 17:00

2

ALL-STATE® INTERNATIONAL

PLAT OF LAND-6062AC.  
OWNED BY  
RAYMOND O. DION  
BEING CONVEYED TO  
GUERIN CREEK CORP.

ST THOMAS-ST DENNIS PARISH  
BERKELEY COUNTY  
SOUTH CAROLINA  
NOV 14 1988 REV 3-6-89 REV 4-20-90  
REV 2-3-89 REV 2-21-89 REV 5-1-90

SCALE 1"=200'

I, C.E. DROTE, a duly  
 interested citizen of the state of South Carolina, do hereby  
 certify that I have surveyed the property shown herein, that  
 this plat shows the true dimensions of the property, that all  
 necessary approvals have been installed, that the precision is  
1:125 (62-4) and the area was determined by the D.M.A.

CLEATWOOD E DROZE RLS 4550  
761-8278 577-4132

# **STANDARD SEWER SPECIFICATIONS**

**FOR**

## **GUERIN CREEK**

# **OFF-SITE SEWER DISPOSAL SYSTEM**

**PREPARED FOR**

**SOUTH CAROLINA  
DEPARTMENT OF HEALTH  
AND  
ENVIRONMENTAL CONTROL**

**BY**

**LETTS, INC.**

**JANUARY 1995**

**EXHIBIT**

**3**

**ALL-STATE® INTERNATIONAL**

## SECTION 2A

### EXCAVATION AND BACKFILLING FOR UTILITIES

- 2A.1 SCOPE. This section includes the furnishing of all labor, materials and equipment, and performing all operations in connection with the excavation trenching and backfilling for utilities to the points of connection.
- 2A.2 EXCAVATION.
- 2A.2.1 General. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the depths indicated on the drawings or as otherwise specified. During excavation, material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins. All excavated materials not required or suitable for backfill shall be removed and deposited where and as directed by the Engineer. Such grading shall be done as may be necessary to prevent surface water from flowing into trenches or other excavations, and any water accumulating therein shall be removed by pumping or by other approved methods. Trench banks shall be kept as nearly vertical as practical, and where necessary, such sheeting and shoring shall be done as may be necessary for the protection of the work and for the safety of personnel. Where in the opinion of the Engineer, damage is liable to result from withdrawing the sheeting, it shall be left in place and the Contractor will be so notified in writing. All excavations shall be by open cut except that short sections of a trench may be tunneled if, in the opinion of the Engineer, the pipe or duct can be safely and properly installed and backfill can be properly tamped in such tunnel section.
- 2A.2.2 Trench Stabilization. The Contractor's special attention is directed to all portions of the project where lines are to be installed in low, wet areas. In the event it becomes necessary, in the opinion of the Engineer, to install additional material for stabilization of the trench bottom, the same shall be accomplished as follows:

The Contractor shall furnish crushed stone to be placed in the trench bottom as directed by the Engineer. The Contractor shall furnish the necessary equipment for placing the stabilization material and do all the work necessary to accomplish proper stabilization. The cost of the work involved shall be included in the contract price per linear foot for the particular type and size of pipe installed in areas where stabilization is required. No extra compensation shall be paid for additional depth in trenching or for placing stabilization materials.

- 2A.2.3 Trees and Stumps. When the right-of-way is through wooded territory making it necessary to cut trees, all timber of a quality to make lumber shall be cut in saw-log lengths and stacked just off the right-of-way; all other timber shall be cut in pulp wood lengths and stacked just off the right-of-way. All brush and rubbish resulting from such clearing shall be piled on the right-of-way and burned (according to existing laws) before excavation is started on the trench. All material that will not burn shall be completely removed from the site of the work. Exercise care to protect the trunks and roots of trees from unnecessary damage. Prune injured roots cleanly and backfill as soon as possible.
- 2A.2.4 Surplus Materials. If all of the material cannot be stored on the street in a manner so as to meet the requirements above, the surplus shall be removed and stored. After construction of the water lines, or sewer lines, only satisfactory material shall be brought back and used for backfilling the trenches.
- 2A.2.5 Disposal of Water. The Contractor shall at all times during the progress of the work keep the trenches free from water.
- 2A.2.6 Earth Excavation. Earth excavation should include the removal of all material other than rock as defined under Rock Excavation.
- 2A.2.7 Excavation for Appurtenances. Excavation for manholes and similar structures shall be sufficient to leave at least one foot in the clear between outer surfaces and the embankment or sheathing and bracing line. Care shall be taken not to excavate below the depth specified or indicated. Any

excavation below the proper level shall be filled with Class "C" concrete at the expense of the Contractor.

2A.2.8 Special Requirements. Special requirements relating to the excavation for specific types of utilities shall be as specified in the respective section of the Specifications for that type of utility.

2A.3 BACKFILLING.

2A.3.1 General. All trenches and excavations shall be backfilled immediately after the pipes are laid therein, unless other protection of the pipe lines is directed. Backfill materials shall be selected and deposited with special reference to the future safety of the pipes. Fine, loose earth, free from large clods or stones, shall be carefully deposited on both sides of the pipe and thoroughly rammed and tamped until enough fill has been placed to provide a cover of not less than one foot above the top of the pipe. The remainder of the backfill material shall be deposited in 6-inch layers and thoroughly tamped. Whenever trenches have not been properly filled, or settlement occurs, they shall be refilled, smoothed off and finally made to conform to the surface of the ground. Surplus material shall be disposed of as directed by the Engineer. The original surface shall be restored to the full satisfaction of the Engineer.

2A.3.2 Under Roads, Streets and Other Areas. Under roads, streets and other areas to be paved, all backfilling of excavated portions requiring future pavement shall be mechanically tamped in 6-inch layers, using heavy duty tampers, such as pneumatic jack hammers with tamping foot attachment. Each layer shall be thoroughly tamped to a density equivalent to at least 95 percent of an AASHO T-99-49 Proctor Curve. Further compaction shall be accomplished by leaving the backfilled trench open to traffic while maintaining the surface with crushed stone. Settlement in trenches shall be refilled with crushed stone, and such maintenance shall continue until replacement of pavement is authorized by the Engineer.

2A.3.3 Settlement. Whenever the trenches have not been properly filled, or if settlement occurs, they shall be refilled, smoothed off and finally made to conform to the surface of the

ground. Backfilling shall be carefully performed and the original surface restored to the full satisfaction of the Engineer.

2A.3.4 Surplus Material. Surplus material not required for the backfilling shall be removed and wasted at points designated by the Owner.

2A.4 MEASUREMENTS AND PAYMENTS.

2A.4.1 Excavating and Backfilling, Unclassified. No measurement or direct payment will be made for this work, and the cost of same shall be included in the price bid for the utility line to which it pertains.

2A.4.2 Backfilling. No measurement or direct payment will be made for this work, and the cost of same shall be included in the price bid for the utility line to which it pertains.

2A.5 SOLID ROCK EXCAVATION. Solid rock excavation shall include all hard rock found in place, boulders of one-half ( $\frac{1}{2}$ ) cubic yard or over in volume, all ledge rock, hard slate, hard sandstone and rock which, in the opinion of the Engineer, can only be removed by blasting - this being done after the stone has been stripped of earth by the Contractor and the elevation and measurements of the rock surface determined by the Engineer. Only rock actually excavated will be paid for and no rock which is excavated wider than one (1) foot on each side of the outside diameter of the pipe or brick work will be allowed. Rock shall be excavated six (6) inches below the bottom of the pipe and hubs, and this depth shall be refilled with suitable materials and thoroughly tamped. In all areas of blasting, the Contractor shall cover the rock with a rope mat or some other suitable material to prevent pieces of rock from getting out of the ditch site. All blasting operations shall be conducted in strict accordance with existing ordinances and regulations relative to the storage and use of explosives. Blasting shall be done only by experienced men and extreme care and precaution shall be used by the Contractor to prevent injury to any existing pipes, mains, wires, poles, drains, buildings or other structures, either above or below the surface of the ground.

The Contractor will be held strictly responsible for all injury to the public and private property or persons.

- 2A.5.1 Basis of Payment, Solid Rock Excavations. Solid rock will be paid for at the contract unit price bid per cubic yard as specified in the proposal, for rock excavation in open cut trenches or in tunneling operations, whichever the case might be. Which price and payment shall include excavating, backfilling, hauling away of surplus materials, draining, pumping, and all work necessary to install the complete pipe line through rock excavation together with all equipment, tools, and labor and materials incidental thereto.
- 2A.5.2 Measurements. The volume of rock to be paid for will be that contained in prisms with vertical sides and of such dimensions as before specified except that the maximum width of trench to be paid for shall be not more than the minimum necessary for installation of the pipe in question.
- 2A.5.3 Depth of Trench. All rock shall be excavated to a depth of not less than six (6) inches below the barrel of the pipe and will be paid for to this depth. However, the material to bring the trench to grade will not be paid for.
- 2A.6 PAVEMENT (CUT AND RELAID). Pavement to be cut shall be that part of the present existing pavement, deemed necessary by the Engineer, that has to be removed to facilitate trenching for lines. The width of the pavement cut will be under normal conditions, the width of the backhoe dipper or trenching machine dippers, whichever the case may be, plus a six (6) inch shoulder on each side of the trench. The Contractor shall exercise care in making pavement cuts, in order to inflict the least amount of damage possible to the present pavement.

After backfilling has been completed as specified, the traffic bound macadam stone base shall be relaid with crusher-run stone to a depth of ten (10) inches below the finish surface of pavement leaving the stone level with the present surface. The stone so placed shall be tamped and compacted to the satisfaction of the Engineer. It shall be the Contractor's responsibility to maintain the street cuts until the penetration macadam type surface has been replaced. Pavement

cuts in penetration macadam surfaces shall be replaced by the Contractor. The price and payment for cutting present pavement of this type and relaying the stone base and pavement surfaces shall be the contract unit price bid per square yard. Such price and payment of this full compensation for removal and disposal of waste materials, preparation of backfilled subgrade, for furnishing, placing and tamping all material, for labor, tools, equipment and incidentals necessary to complete the base course and pavement surface. The penetration macadam surface shall be replaced under S. C. State Highway Department Specifications, unless otherwise noted or approved.

2A.7

EXISTING IMPROVEMENTS. Maintain in operating condition and protect from damage all existing improvements. The Contractor shall repair without payment any aerial, surface or subsurface improvements damaged during the course of work.

End of Section 2A

## SECTION 2B

### FENCE

2B.1 GENERAL. Furnish all labor and materials to erect new, or relocate existing, fencing and gates as shown on the drawings as specified.

2B.2 NEW FENCE POSTS, GATES AND ACCESSORIES.

2B.2.1 Materials. Posts, gate frames, braces, rails, stretcher bars and truss rods shall be of steel; reinforcing wires shall be high carbon steel; and gate hinges, post caps, barbed wire supporting arms, stretcher bar bands and other parts shall be of steel, malleable iron, ductile iron or equal except that ties and clips may be of aluminum.

Posts, gate frames, and rails and braces shall conform to the dimensions and weights as set forth by the Chain Link Fence Manufacturer's Institute for the heights and fence conditions required.

2B.2.2 Zinc Coating. All steel and iron parts shall be zinc-coated after fabrication, using zinc grade "E" in accordance with Federal Specification QQ-Z-351.

The weight of the zinc coating per square foot of actual surface area shall average not less than 1.2 ounces and no individual specimen shall show less than 1.0 ounce.

2B.2.3 Gates. Gates shall be swing as specified, complete with latches, stops, keepers, hinges, rollers and roller tracks, and when so specified.

A. Gate frames shall be constructed of tubular members and shall be constructed in a manner such as to provide a rigid frame and ample strength and gate shall be free from sag and twist.

B. Fabric shall conform to Standard Industry Specifications and shall be the same type as used in the fence construction. The fabric shall be attached securely to the gate frame at intervals not exceeding 15 inches.

- C. Hinges shall be of adequate strength for gate and with large bearing surfaces for clamping in position. The hinges shall not twist or turn under the action of the gate. The gates shall be capable of being opened and closed easily by one person.
- D. Latches, stops, and keepers shall be provided for all gates. Latches shall have a plunger-bar arranged to engage the center stop, except that for single gates of openings less than 10 feet wide, a forked latch may be provided. Latches shall be arranged for locking. Center stops shall consist of a device arranged to be set in concrete and to engage a plunger bar of the latch of double gates. No stop is required for single gates. Keepers shall consist of a mechanical device for securing the free end of the gate when in the full open position.

2B2.4 Posts. Post shall be of the lengths specified and shall be tubular.

2B.2.5 Post Braces. Post braces shall be provided for each gate, corner, pull and end post for use with fabric 6 feet or more in height, and shall consist of a round tubular brace extending to each adjacent line post at approximately mid-height of the fabric, and a truss consisting of a rod not less than 3/8" in nominal diameter from the line post back to the gate, corner, upull, or end post, with a turnbuckle or other equivalent provision for adjustment.

2B.2.6 Post Tops. Post tops shall consist of ornamental tops. Top rail is to be provided. The top shall be provided with a hole suitable for the through passage of the top rail. The post tops shall fit over the outside of posts and shall exclude moisture from tubular posts.

2B.2.7 Top Rails. Top rails shall be round (tubular), shall be in lengths not less than 18 feet, and shall be filled with couplings for connecting the lengths into a continuous run. The couplings shall be not less than 6 inches long with .070 minimum wall thickness, and shall allow for expansion and contraction of the rail. Open seam outside sleeves shall be permitted only with a minimum wall thickness of .100 inches.

Suitable ties or clips shall be provided in sufficient number for attaching the fabric securely to the top rail at intervals not exceeding 2 feet. Means shall be provided for attaching the top rail to each gate, corner, pull and end post.

- 2B.2.8 Stretcher Bars. Stretcher bars shall not be less than 3/16 by 3/4 inch and shall be of lengths 1 inch less than the full height of the fabric with which they are to be used. The stretcher bars shall be arranged for attaching the fabric to all terminal posts by threading through the fabric, by bands, or by other positive mechanical means. One stretcher bar shall be provided for each gate, and end post, and two for each corner and pull post.
- 2B.2.9 Ties or Clips. Ties or clips of adequate strength shall be provided in sufficient number for attaching the fabric to all line posts at intervals not exceeding 15 inches.
- 2B.2.10 Bands or Clips. Bands or clips of adequate strength shall be provided in sufficient number for attaching the fabric and stretcher bars and brace bands shall be formed from flat or beveled steel and shall have a minimum thickness of .115 ± .005 after galvanizing with a minimum width of 7/8 of an inch ± .015.
- 2B.2.11 Fence Fabric. Fence fabric shall be 2" size of mesh made of 9 ga. 6'-0" high vinyl covered colorbond or approved equal fabric. Color shall be forest green.
- 2B.3 RELOCATED FENCE. Fence shown on plans to be relocated shall be salvaged and held with all accessories for inspection by the Engineer. Approved fence materials shall be utilized in the re-erection of fence at locations shown on the drawings. Relocated fence shall be utilized in lieu of new fence within the limits of availability.
- 2B.4 MEASUREMENT AND PAYMENT.
- 2B.4.1 Relocated fence shall be measured as that quantity of fence removed from its existing location which is approved for reuse by the Engineer and is reinstalled at locations selected by the Engineer. No payment will be made for fence dismantled and not relocated. Payment shall be made for fence relocated

with all items not reuseable from old fence replaced in accordance with provisions of this specification at the unit price bid for Relocate Fencing in the bid proposal.

2B.4.2

New fence shall be measured as that quantity of new fence installed complete in accordance with this specification. Payment shall be made for new fence in accordance with the lump sum bid for Install New Fencing in the bid proposal.

End of Section 2B

## SECTION 2D.1

### SEEDING

2D.1 GENERAL. The Contractor shall furnish all materials, equipment, and labor to perform the seeding, mulching, and fertilizing operations as outlined in this Section.

Areas which have been disturbed by the Contractor's operations which have the required conditions for supporting grass and which are not specified to have other surface coverage shall be seeded as specified herein. The Engineer shall examine all areas and determine those which will be seeded. He shall advise the Contractor the limits of such areas.

2D.2 MATERIALS. All materials used in the work shall meet the applicable requirements of the South Carolina State Highway Department Standard Specifications for Highway Construction as herewith specified.

2D.3 SEEDING. The Contractor's attention is directed to Section 810 of the Standard Specifications which is amended to the extent that only one 700 pound application of fertilizer per acre will be required. The use of lime and nitrogen will not be required. This procedure shall also be applicable to the seeding necessary in the reclamation of pits.

Section 810 is also amended to the extent that on the upstate seeding schedules, Pensacola Bahia will be deleted in urban areas, other dense populated areas and at occasional residences where the Bahia is deleted, the Kentucky 31 Fescue rate shall be increased by 10 pounds on Schedules 1 and 2.

For seeding in the lower state, Pensacola Bahia will be deleted in the above described areas also. In the areas where the Bahia is deleted, Common Bermuda (hulled) shall be included in Schedule 3 at the rate of 15 pounds and Common Bermuda (unhulled) shall be included in Schedule 4 at the rate of 20 pounds.

All areas to be seeded shall be cultivated to provide a friable seed bed. Depth of cultivation shall be not less than 3 inches.

Section 810.12 of the Standard Specifications is hereby revised so as not to require the Contractor to produce a stand of grass. Seeding will be considered as accepted upon satisfactory completion of all seeding operations. In the event washes occur in the shoulders or slopes before final acceptance of the road, then the Contractor shall repair such washes. Reseeding of the washed areas will not be required unless the Contractor excessively disturbs (while repairing washes or other repair work) the seeded portion around the washed or repaired areas.

2D.4 FERTILIZER. The plans for the work included in this contract include fertilizer with a specific analysis, and the fertilizer is to be applied at a specified uniform rate per acre. In a mixed fertilizer, such as 4-12-12, the first number represents the minimum percent of nitrogen required, the second number represents the minimum percent of available phosphoric acid required, and the third number represents the minimum percent of water soluble potash required in the fertilizer. With the permission of the Engineer, the Contractor may apply (and apply at a different rate) a fertilizer with a different analysis. In the event a different fertilizer is used, the fertilizer shall be applied at such a rate per acre as to give at least the amount of nitrogen, phosphoric acid, and potash as would have been accomplished had the specified fertilizer been used and applied at the specified rate. For instance, if a 10-10-10 fertilizer were specified at a rate of 700 pounds per acre, 20-20-20 fertilizer could be used at 350 pounds per acre. The Contractor would be paid for 700 pounds of 10-10-10 fertilizer even though 350 pounds of 20-20-20 were used. If the substitute fertilizer meets the minimum analysis of at least one or more of the three basic ingredients but creates an excess in one or more of the basic ingredients, this excess shall not be considered in calculating the required quantity of the substituted fertilizer.

2D.5

LIME. Lime shall be agricultural grade, standard ground limestone conforming to the current "Rules, Regulations and Standards of the Fertilizer Board of Control". These rules, regulations and standards are promulgated and issued by the Fertilizer Board of Control at Clemson University in accordance with Section 16 of the South Carolina Liming Materials Act. Each bag shall have affixed in a conspicuous manner a tag or label, or in the case of bulk sales, a delivery slip showing brand or trade name, calcium carbonate equivalent, percent by weight passing prescribed U. S. Standard sieves, and other pertinent information to identify lime as being agricultural grade, standard ground limestone.

End of Section 2D.1

## SECTION 5C

### SEWER LINE FORCE MAINS

- 5C.1 GENERAL. The work covered by this section of the specifications consists of furnishing all plant, labor, equipment, appliances and materials, and in performing all operations in connection with the construction of the sanitary sewer force mains, including appurtenant structures, complete, in strict accordance with the specifications and drawings.
- 5C.2 LOCATION AND GRADE. The line and grade will be given by the Engineer as specified in section entitled "Supplemental General Conditions" of the specifications.
- 5C.3 ORDER AND LOCATION OF WORK. The Owner reserves the right to accept and use any portion of the work whenever it is considered to the public interest to do so. The Engineer shall have the power to direct on what line or street the Contractor shall work and the order thereof. In general, the work shall be from the outlet to the mains and thence to the laterals.
- 5C.4 STREET CROSSING, ETC. At such crossings and other points as may be directed by the Engineer, the trenches shall be bridged in an open and secure manner so as to prevent any serious interruption of travel upon the roadway and sidewalks, and also to afford necessary access to public or private premises. The material used and the mode of constructing said bridges, and the approaches thereto, must be satisfactory to the Engineer. The cost of all such work must be included in the price bid for the sewer.
- 5C.5 LOCATIONS WITHIN STREETS. At locations where the sewer is to be constructed in streets or roadways, the Contractor shall take all precautions and comply with all requirements as may be necessary to protect the improvements, including installation and maintenance of warning signs, lights and barricades for protection of traffic. The cost of all such work must be included in the price bid for the sewer.

- 5C.6 PROTECTION OF OTHER UTILITIES AND STRUCTURES. Any damage done to existing utility lines, services, poles and structures of every nature shall be repaired or replaced by the Contractor at his own expense. The approximate position of certain known underground lines are shown on the plans for information. Existing small lines are not shown. The Contractor shall locate these and other possible unknown utility lines by use of an electronic pipe finder, and shall excavate and expose all existing underground lines in advance of trenching operations.
- 5C.7 INSPECTION. All work done and materials furnished shall be subject to the inspection of the Engineer and the Inspector, and all improper work shall be reconstructed, and all materials which do not conform to the requirements of the specifications shall be removed from the work upon notice being received from the Engineer of the rejection of such materials. The Engineer shall have the right to mark rejected materials as to distinguish them as such.
- 5C.8 FORCE MAIN PIPE. Pipe for sewer force mains shall be as specified in Section 5D. All pipe shall be first quality, with smooth interior and exterior surfaces, free from cracks, blisters, honeycombs and other imperfections, and true to theoretical shapes and forms throughout the full length. All pipe shall be subject to the inspection of the Engineer at the pipe plant, trench, or other point of delivery, for the purpose of culling and rejecting pipe, independent of laboratory tests, which does not conform to the requirements of these specifications. Such pipe shall be marked by the Engineer and the Contractor shall remove it from the project site upon notice being received of its rejection.
- 5C.9 EXCAVATION AND BACKFILLING. Excavation and backfilling for sanitary sewers shall be as specified in section entitled "Excavation and Backfilling for Utilities" of these specifications, except as otherwise specified herein.
- 5C.10 SPECIAL BEDDING AND TAMPING. All sewers are to be laid on shaped bedding and encased with concrete as indicated and specified.

5C.10.1 Bedding. Bedding shall be performed by first shaping the bottom of the trench to a level slightly lower than the bottom of the pipe. The pipe bed shall then be brought to the proper level by spreading and thoroughly tamping a layer of fine granulated, moist earth and sand so as to conform accurately to one-fourth the circumference of the pipe barrel. If suitable granulated materials are not available from the trench excavation, the Contractor will be required to obtain them elsewhere. After laying the pipe, the trench shall then be backfilled to 4 inches over the top of the pipe barrel with 2000 psi concrete. The balance of the trench shall then be backfilled as specified in the section entitled "Excavation and Backfilling for Utilities", of these specifications. Trenches excavated to excess depths shall be brought to proper grade by bedding with stone or gravel at the Contractor's expense. First class workmanship and careful inspection to avoid disturbing pipe grade, alignment and joints must be exercised at all times.

#### 5C.11 INSTALLATION OF PIPE.

5C.11.1 Force Main Pipe Laying. Force mains will be laid in accordance with ASTM 2321-72 or latest revision standard. All material for laying and jointing the pipe in the trench shall conform to the specifications given, and will be furnished by the Contractor. Grade lines for aligning, and grading will be established by the Engineer.

Previous to being lowered into the trench, each pipe will be inspected and all faulty pipe rejected and removed from the work.

No pipe shall be laid within 10 feet of excavation in earth or within 30 feet of rock which must be blasted for removal. The open ends of all pipe shall be plugged when pipe laying is not in progress. Pipes having defects which are insufficient to cause rejection shall be laid so as to bring defects in the top half of the sewer.

A bell hole shall be dug for each socket, but only of sufficient size to insure that the pipe shall bear evenly throughout its barrel length on the bottom of the trench and to provide room to make the joints.

Pipes laid in trenches with unstable bottoms may be blocked up 3 inches to secure proper invert grades, and each pipe so laid, unless otherwise directed by the Engineer, shall be bedded in 1:3:6 concrete worked under and around the pipe and the trench then filled with 1:3:6 concrete up to a point one third the diameter of the pipe above the invert.

The pipe and specials, if any specials are required, shall be laid in the trench so that after the sewer is completed, the invert of the sewer shall conform accurately to the line and grade given by the Engineer. A device to be used must meet with the approval of the Engineer.

5C.11.2 Piers. If pipe is to be placed on piers, the kind of piers and their height and method of construction will be as shown on the plans. Excavation for piers will not be paid for unless the excavation is in excess of that shown on the plans. All piers shall be finished in a workmanlike manner and to the satisfaction of the Engineer.

## 5C.12 FORCE MAIN INSPECTION AND TESTS.

5C.12.1 Inspection. Upon nominal completion of the entire work, all lines shall present a clean and unbroken barrel. All lines shall be thoroughly cleaned and inspected by the Contractor before asking for final inspection by the Engineer. Any defective lines shall be repaired and any deposits of any nature removed by the Contractor at his own expense. Any material left along the line after the work is completed shall be removed by the Contractor.

5C.12.2 Testing. Force main piping shall be tested at a tap provided in the line by the Contractor and utilizing a hand pump. The rate of leakage shall be measured at 15 minute intervals, by measuring the amount of water added during the test intervals. Leakage shall be determined as the rate of loss as measured when the losses have remained constant for a period of four

test intervals. The maximum loss allowable in pressure sewer mains shall be 25 gallons per inch of diameter per 24 hours per mile of pipe per day.

- 5C.13 FINAL CLEANUP. Immediately after the completion of the work or any substantial unit or portion of it, the Contractor shall remove all unused materials, refuse, etc., and shall leave the site of the work in a condition satisfactory to the Owner and the Engineers.
- 5C.14 SURVEY INFORMATION. The Engineer shall provide easily accessible benchmarks at or near the site of the work, and hubs at intervals of approximately 1500 linear feet. It shall be the responsibility of the Contractor to maintain the benchmark and hub information once it is provided, and to provide any additional survey data the Contractor may deem necessary to properly complete the work. The Contractor shall also provide, at the job site, a level and transit and operator for field checks by the Engineer during construction.
- 5C.15 GUARANTEE. The Contractor guarantees the work done and materials furnished by him under this project to be free from defects for a period of one year from the date of the payment of the final estimate to him. During the year of guarantee, the Contractor shall correct any defects that may develop in work done or material furnished under this Contract but he will not be held responsible for injury thereto due to improper handling or maintenance. Should the Contractor fail to correct defects in work, materials or equipment within a reasonable time after being notified by the Owner, then the Owner may correct such defects and charge the cost against the Contractor or his surety. In case any defect is an emergency, the Owner has the right to correct same and charge the actual cost to the Contractor or his surety.
- 5C.16 SAFETY. The Contractor shall comply with all applicable provisions of the Federal Occupational Safety and Health Act.
- 5C.17 BASIS OF PAYMENT. For the lump sum price stated in the proposal, the Contractor shall provide all of the necessary machinery, equipment, tools, apparatus, labor, supervision and other means of construction, and furnish all materials and do all the work necessary to construct, complete in place and

ready for use in their intended functions, the complete sewer installation as shown on the detail drawings of this project, except as stated otherwise in the proposal.

All necessary connections to existing lines as indicated on the drawings shall be included in the contract price for the complete work.

5C.18 "PUSH-ON PIPE". "Push-on" type joints, such as "Bell Tight", "Tite On" or approved equal, shall be prepared by removing all dirt or foreign material from the bell end of the pipe and inserting the gasket. The spigot end of the pipe shall be prepared by cleaning and applying a thin coat of approved lubricant after which the spigot end is centered in the bell and jacked on by using a special and choker sling. The procedure in making up this joint shall be performed in accordance with the recommendations of the manufacturer.

5C.19 MECHANICAL JOINT. When "making up" mechanical joints, the spigot end of each pipe shall be entered into the adjoining bell to within 1/8 inch of the total depth of the bell. The pipe shall be properly centered and have uniform space all around for reception of the packing material.

The packing material, bolts, nuts, and other accessories used in making mechanical or sleeve type joints shall be obtained from the manufacturer of the pipe and joint.

The surface of the spigot and bell are to be brushed thoroughly with a wire brush just prior to assembling. The spigot end is to be brushed with soapy water just prior to slipping the gasket on and entering into the bell.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly, maintaining approximately the same distance between the gland and the face of the flange at all points around the socket. This is done by partially tightening the bottom bolt first, then the top bolt, next two bolts on either side, and last, the remaining bolts. Repeat this cycle until all bolts are within the range of the torques listed below:

Belt Size - Inches

Range of Torque - Ft./Lbs.

5/8

40 - 60

3/4

60 - 90

1

70 - 100

1-1/4

90 - 120

If effect of sealing is not obtained at the maximum torques indicated above, the joint must be disassembled and reassembled.

5C.20

NUTS, BOLTS, WASHERS, RODS, STRAPS, AND CLAMPS. Where the use of nuts, bolts, washers, rods, straps, and clamps are required due to the peculiarities of the installation, these items shall be installed and be of the size and dimension as shown on the plans. After installation, and before backfilling, all the above items shall be painted with bituminous paint or coat tar enamel.

End of Section 5C

## SECTION 5D

### SEWER FORCE MAIN MATERIALS

#### 5D.1

MATERIALS. These specifications shall apply to the materials to be furnished and installed to complete the sewer force main installations in accordance with the plans. All pipe and fittings shall be of the class and type as indicated on plans and designated herein.

All pipe shall be first quality with smooth interior and exterior surfaces, free from cracks, blisters, honeycombs, and other imperfections, and true to theoretical shapes and forms throughout the full length. All pipe shall be subject to the inspection of the Engineer at the pipe plant, trench, or other point of delivery, for the purpose of culling and rejecting pipe (independent of laboratory test), which does not conform to the requirements of these specifications. Such pipe shall be marked by the Engineer, and the Contractor shall remove it from the project site upon notice being received of its rejection.

As specific specifications are cited, the designation shall be construed to refer to the latest revision under the same specification number, or to superseding specifications under a new number, except for provisions in revised specifications, which are clearly inapplicable.

Sewer force main materials shall conform with one or more of the specifications cited for each material classification noted below.

#### 5D.1.1

Cast Iron Pipe. Cast iron pipe shall be Class 150 , cement-mortar lined pipe and shall conform to the following Standard Specifications: ASA-A-21.4 (AWWA C-104), ASA-A-21.6 (AWWA C-106), and Federal Specifications WW-P-421.b. Cast iron fittings shall conform to the Standard Specifications ASA-A-21.10 (AWWA C-110) and Federal Specifications WW-P-421-b. The pipe shall be mechanical, push-on, or flanged joint (as needed or shown on the plans), and shall conform to the following Standard Specifications: For mechanical and push-on joints -

ASA-A-21.11 (AWWA C-111) and Federal Specifications WW-P-b; for flanged joints - ASA-B-16-b and ASA-B-16.1.

5D.1.2 Ductile Iron Pipe. Ductile iron pipe shall be Class 150, cement-mortar lined pipe and shall conform to the following Standard Specifications: ASA-A-21.4 (AWWA C-104), ASA-A-21.51 (AWWA C-151), and Federal Specifications WW-P-421-b. Ductile iron fittings shall conform to the Standard Specifications ASA-A-21.10 (AWWA C-110) for dimensions with 80-60-03 metal per ASTM Designation A339-55. The pipe shall be mechanical, push-on, flanged, or boltless ball joint (as needed or shown on the plans), and shall conform to the following Standard ASA-A-21.11 (AWWA C-111) and Federal Specifications WW-P-421-b; for flanged joints - ASA-B-16.1 and ASA-B-16-b; for boltless ball joints. The boltless ball joints shall lock and be watertight while permitting a deflection of up to 15°. The locking device shall include a spherical socket, spherical ball, hard rubber gasket, twist type locking retainer gland and lead locking wedge.

5D.1.3 Casing Pipe.

(a) Steel Casing. Steel casing shall conform to ASTM A-53, Grade "B" or ASTM A-139, Grade "B" Standard Specifications.

(b) Concrete Casing. Concrete casing shall be Class IV, Wall B, reinforced concrete pipe conforming to ASTM Specifications for Reinforced Concrete Culverts, Storm Drains, and Sewer Pipe ASTM Designation: C76-67.

(c) Corrugated Metal Casing. Corrugated metal casing shall be fabricated from corrugated sheets and shall conform to the Specifications of the AASHTO for Corrugated Metal Culvert Pipe, AASHTO Designation M 36. When the ends of corrugated metal pipe and pipe arches, or structural plant pipe, pipe-arch and arches, are beveled or cut to slope, by means of a cutting torch, the burned end and any other damaged area shall be re-galvanized.

End of Section 5D

## SECTION 5D.1

### PVC PIPE SEWER FORCE MAIN

- 5D.1.1 GENERAL. Gravity sewer lines shall be constructed as specified in the applicable section of these specifications. Rigid PVC pressure pipe as described in this specification is designed to transport wastewater at pressures (including surge) up to the maximum class rating.
- 5D.1.2 PIPE MATERIALS. Material used to produce the pipe and couplings shall conform to ASTM D1784, Type 1, 2000 psi design stress. Unless otherwise noted, all PVC force mains shall be Class 160 (SDR 26) PVC pipe and shall conform to the latest revision of ASTM D2241. The manufacturer's mark and year of manufacture shall be stamped on each length of pipe. PVC pipe shall be installed in accordance with ASTM D-2321, latest revision.

- 5D.1.3 PIPE JOINTS. Slip joints shall be manufactured in accordance with ANSI Specifications.

Bell shall be shaped to receive the circular gasketed coupling. Spigot ends shall have tapered ends. Rubber gasketing shall conform to ASTM D1869, latest revision.

Connections shall be made by installing manufacturer's lubricant guiding tapered end into bell until contact with gasket, and applying steady force sufficient to make solid contact between tapered end and base of bell.

- 5D.1.4 FITTINGS. All fittings shall be mechanical joint, made up with steel bolts, ASTM-A307, Grade B.

- 5D.1.5 VALVES. All gate valves less than 2-1/2 inches shall be single disc, double seat, tapered wedge construction in accordance with AWWA Specification C-500.

Gate valves 3" and larger shall be iron body, bronze mounted and constructed in accordance with AWWA Specification C-500.

Unless otherwise noted, gate valves shall have non-rising stems and shall be installed vertically, and enclosed in C.I. boxes.

Gate valves larger than 12" diameter shall be geared, the minimum ratio to be 2:1 for valves 12" to 24"; 3:1 for valves 30" to 36"; 4:1 for valves over 36".

5D.1.6 Check valves shall be iron body bronze mounted swing check valves with no lever or spring. Check valves shall be manufactured to be used either in horizontal or vertical position. The valves shall be equal to Clow F-5380.

5D.1.7 Cast iron force main must be installed in accordance with AWWA C-600, latest revision.

End of Section 5D.1

PROPOSED RATES FOR THE GUERIN CREEK FOREST SUBDIVISION

Sewer service will not be metered.

Monthly maintenance fees of \$15.00 per service. Annual increase requests will not exceed most recently published Consumer Price Index.

EXHIBIT

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ALL-STATE® INTERNATIONAL

PROPOSED RATES FOR THE GUERIN CREEK FOREST SUBDIVISION

Sewer service will not be metered.  
Monthly maintenance fees of \$15.00 per service. Annual increase requests will not exceed most recently published Consumer Price Index.

Total number of services is 14.

**GUERIN CREEK WASTEWATER UTILITY  
AWENDAW, SOUTH CAROLINA**

**PROFORMA FINANCIAL STATEMENTS  
FIRST YEAR OF OPERATION**

**HYLAND RUDDY & GARBETT**  
**CERTIFIED PUBLIC ACCOUNTANTS**

John F. Hyland, CPA  
Frank W. Ruddy, III, CPA  
Thomas E. Garbett, CPA

Established "1925"

Members  
American Institute of CPAS  
S.C. Association of CPAS

July 9, 1997

To The Board of Directors  
Guerin Creek Wastewater Utility  
Awendaw, South Carolina

We have compiled the accompanying forecasted balance sheet and statement of income for Guerin Creek Wastewater Utility's first year of operations, in accordance with standards established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of a forecast information that is the representation of management and does not include evaluation of the support for the assumptions underlying the forecast. We have not examined the forecast and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions. Furthermore, there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by generally accepted accounting principles. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

**HYLAND RUDDY & GARBETT**

**GUERIN CREEK WASTEWATER UTILITY  
AWENDAW, SOUTH CAROLINA  
PROFORMA BALANCE SHEET  
FIRST YEAR OF OPERATION**

**ASSETS**

**Current Assets**

Cash	\$ 17,066
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<b>TOTAL ASSETS</b>	<b>\$ 17,066</b>
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**LIABILITIES & EQUITY**

**Long - Term Liabilities**

Deferred maintenance revenue	\$ 15,000
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<b>Total Liabilities</b>	<b>15,000</b>
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**Stockholders' Equity**

Common stock	1,000
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Retained earnings	1,066
-------------------	-------

<b>Total Stockholders' Equity</b>	<b>2,066</b>
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<b>TOTAL LIABILITIES &amp; STOCKHOLDERS' EQUITY</b>	<b>\$ 17,066</b>
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See accompanying compilation report

**GUERIN CREEK WASTEWATER UTILITY  
AWENDAW, SOUTH CAROLINA  
PROFORMA INCOME STATEMENT  
FIRST YEAR OF OPERATION**

<b>Income</b>		
Sales	\$	2,520
<b>Cost of Sales</b>		
Subcontract		<u>1,200</u>
Income before income taxes		1,320
<b>Income Taxes</b>		
State of South Carolina		66
U.S. Government		<u>188</u>
<b>Total Income Taxes</b>		<u>254</u>
<b>Net Income</b>	\$	<u><u>1,066</u></u>

See accompanying compilation report

## DEPRECIATION SCHEDULE

Name Guerin Creek Wastewater Utility  
Address Awendaw, SC  
Social Security or Identification No. \_\_\_\_\_  
Year Ended December 31 1997

[illegible]

**EXHIBIT**

**ALL-STATE® INTERNATIONAL**

GUERIN CREEK WASTEWATER UTILITY, INC.  
1111 CHUCK DAWLEY BLVD.  
PO BOX 794  
MT. PLEASANT, SC 29464

(803)884-4952

\*\*\*\*\*  
\* J N V O I C E \*  
\*\*\*\*\*

Invoice Number: 004783

Invoice Date: 07/06/97

Page: 1

Sold HENRY A. FUTCH, SR.  
To: 125 DREW LANE  
WANDO SC 29492

Ship HENRY A. FUTCH, SR.  
To: 125 DREW LANE  
WANDO SC 29492

Cust I.D.....: FUTC01  
P.O. Number...:

Item I.D./Desc.	Ordered	Shipped	Unit	Price	Net	TX
MONTHLY MAINT. FEE	1.00	1.00		15.00	15.00	E

EXHIBIT

13

ALL-STATE® INTERNATIONAL

TOTAL DUE UPON RECEIPT  
1 1/2% CHARGE ASSESSED AFTER 30 DAYS

Subtotal: 15.00  
Tax.....: 0.00  
Payments: 0.00  
Total....: 15.00

M E M O R A N D U M

TO: Michael A. Molony  
FROM: Wilbur Johnson *Wilbur*  
DATE: July 15, 1997  
RE: Guerin Creek Off-Site Community Waste Disposal System  
Our File: 94-0965

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Michael:

Attached are the originals of the Public Service Commission notices which have been executed by all relevant lot owners in the Guerin Creek subdivision. I would appreciate your moving forward to obtain the Commission's approval of the project.

Your cooperation and assistance is greatly appreciated. Please let me know if you require anything further.

:pg  
Attachment

EXHIBIT

14

ALL-STATE® INTERNATIONAL

STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF BERKELEY )

NOTICE OF AND WAIVER OF PUBLIC  
HEARING FOR ESTABLISHMENT OF  
PUBLIC UTILITY

THE UNDERSIGNED hereby acknowledges receipt of Notice of the Proposed Formation of a Wastewater Utility Company to be known as Guerin's Creek Wastewater Company, Inc., to be operated by H. M. Northcutt, Inc., for the sole and exclusive use of the Guerin's Creek Subdivision.

Further, the undersigned waives any requirement of a hearing on the formation of the utility by the Public Service Commission with the understanding that the Public Service Commission shall monitor, supervise and regulate the rates and service of this wastewater utility.

Further, the undersigned agrees that the rate structure as contained in the Application is fair and reasonable.

Additionally, the undersigned agrees that the formation of the wastewater utilities in the interest of the affected citizens in the Guerin Creek area and, further, that should there be any objection to the formation of this utility, then the undersigned shall have the right to petition the Public Service Commission within ten days from the date of receipt of the Order approving the utility at which time the Commission would set the matter for formal hearing.

The undersigned agrees and understands that they have the right to legal counsel prior to the execution of this document and that counsel for H. M. Northcutt does not express any opinion with respect to their individual rights regarding the formation and operation of the wastewater utility to be known as Guerin's Creek Wastewater, Inc.

William P. Bublark  
Property Owner  
432 ROIFSHORE VALLEY JOHNS BLVD S.  
29455  
Address  
803-768-4013  
Phone Number

Charles E. [Signature], South Carolina  
Date: 7/3/93

STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF BERKELEY )

NOTICE OF AND WAIVER OF PUBLIC  
HEARING FOR ESTABLISHMENT OF  
PUBLIC UTILITY

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STEVE A. Crosby  
Property Owner

351 Plantation View  
Mt. Pleasant  
Address

884-3100  
Phone Number

Date: 6-15-97, South Carolina

received  
6-19-97

STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF BERKELEY )

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Sylvia C. Gandy  
Property Owner  
119 Drew Lane  
Wando, D.C. 29492  
Address  
881- 7681 or (884- 4001)  
Phone Number

Wando South Carolina  
Date: June 30, 1997

STATE OF SOUTH CAROLINA )

)

NOTICE OF AND WAIVER OF PUBLIC

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HEARING FOR ESTABLISHMENT OF

COUNTY OF BERKELEY )

)

PUBLIC UTILITY

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Stan C. H. P.

Property Owner

131 Drew Ln.  
Wando SC.

Address

(803) 971-1032

Phone Number

Charleston, South Carolina  
Date: 6-24-97

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

NOTICE OF AND WAIVER OF PUBLIC  
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Patricia J. Hildner

Property Owner

659 Serotina Ct.

Mt. Pleasant, SC 29464

Address

881-8728

Phone Number

Mt. Pleasant, South Carolina  
Date: 6-20-97

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

NOTICE OF AND WAIVER OF PUBLIC  
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\_\_\_\_\_  
Property Owner

4545 HARRIS TRAIL  
ATL GA 30327  
\_\_\_\_\_  
Address

770 452-8558 / 404 869-1199  
\_\_\_\_\_  
Phone Number

803 884 5458

ATLANTA GEORGIA  
Date: 6-16-94 South Carolina

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

NOTICE OF AND WAIVER OF PUBLIC  
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James D. Bay - Irma R. Bay  
Property Owner  
717 PINCHURST DR.  
CHAPEL HILL, N.C. 27514  
Address  
919-932-3121  
Phone Number

\_\_\_\_\_, South Carolina

Date: 6-15-97

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

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James J. Chopner  
Property Owner  
446 Lazy Hill Rd  
Moncks Corner SC 29461  
Address  
761-5168  
Phone Number

Berkeley County, South Carolina  
Date: 6-13-97

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

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Henry C. Handen  
Property Owner

1155 ISLAND VIEW DR.  
MT. PLEASANT, S.C.  
Address

(803) 971-0875  
Phone Number

CHARLESTON, South Carolina  
Date: 6/09/97

STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF BERKELEY )

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Linda P. Wall  
Property Owner

1039 Cliffwood Dr.  
Mt. Pleasant, S.C. 29464  
Address

803-884-9594  
Phone Number

Charleston, South Carolina  
Date: June 3, 1997

STATE OF SOUTH CAROLINA )

COUNTY OF BERKELEY )

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Peggy Shelton Caskie  
Property Owner

1270 Old Ivy Way  
Mt. Pleasant, S.C. 29464  
Address

(803) 881-6263  
Phone Number

\_\_\_\_\_, South Carolina  
Date: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

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Rosamond A. Sanders  
Property Owner

780 Nell Ct.  
My. Pleasant, SC 29464  
Address

(803) - 884-5749  
Phone Number

Charleston, South Carolina  
Date: 6/3/97

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

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William P. Blair

Property Owner

432 Golf Shore Villas

Spino Island SC 29453

Address

803-768-4013

Phone Number

\_\_\_\_\_, South Carolina  
Date: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

NOTICE OF AND WAIVER OF PUBLIC  
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COUNTY OF BERKELEY )

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Dawn A. Bulsbaek  
Property Owner  
4528 Parishville Rd  
Yonges Is. SC 29449  
Address  
803-889-6146  
Phone Number

\_\_\_\_\_, South Carolina  
Date: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

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Property Owner

125 Drew Lane  
Wando, SC. 29492

Address

(803) 884-5306

Phone Number

Charleston, South Carolina  
Date: 7-3-97